

AMENDED IN SENATE JANUARY 15, 1998

**Senate Constitutional Amendment**

**No. 21**

**Introduced by Senator Polanco**

(Principal coauthor: Assembly Member Baca)

**(Coauthor: Senator Lee)**

September 13, 1997

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Senate Constitutional Amendment No. 21—A resolution to propose to the people of the State of California an amendment to the Constitution of the State, by amending Section 19 of Article IV thereof, *and by adding Article XXII thereto*, relating to gaming.

LEGISLATIVE COUNSEL'S DIGEST

SCA 21, as amended, Polanco. Indian gaming: ~~Casinos~~  
*Tribal-State Compact*.

The California Constitution provides that, with the exception of the California State Lottery, the Legislature has no power to authorize lotteries and shall prohibit the sale of lottery tickets in the state. The California Constitution also specifies that the Legislature has no power to authorize, and shall prohibit, casinos of the type currently operating in Nevada and New Jersey. In addition, the California Constitution permits the Legislature, by statute, to authorize cities and counties to provide for bingo games, but only for charitable purposes.

~~This measure would provide, notwithstanding those provisions, that the Legislature may authorize the establishment, operation, and regulation of casinos on Indian~~

~~lands located within the state that are under the jurisdiction of a federally recognized Indian tribe.~~

*This measure would authorize the establishment and operation of casinos on Indian lands located within the state that are under the jurisdiction of a federally recognized Indian tribe, by exempting certain gaming activities from these constitutional restrictions pursuant to the terms of a gaming compact. This gaming compact would apply to any tribe that submits a resolution joining in its terms, as specified, and would expressly exempt the tribe and the tribe's facilities from any provision in state law prohibiting gaming activities or facilities, or prohibiting the sale, manufacture, storage, possession, transportation, or repair of gaming devices.*

*The measure would vest the Governor with authority to execute gaming compacts, and to negotiate and execute amendments to gaming compacts. Upon receipt of a tribal resolution proposing agreement to the compact as set forth in the measure, the Governor would have 15 days to sign and return the executed agreement. The measure would prohibit the imposition of conditions upon any tribe for obtaining the Governor's approval. If the Governor fails to execute and return the document within the specified period, the compact would nonetheless be deemed to have been lawfully executed by the state and would be required to be forwarded to the Secretary of the Interior for approval, subject to a reduction in trust fund benefits to the state and local governments, as specified.*

*The terms of the compact would expressly preempt any provision of state law affecting the authority of the state and the Governor to execute gaming compacts or prohibiting any activity allowed by its terms. The measure would declare its intent to effectuate the requirements of a federal statute, the Indian Gaming Regulation Act (IGRA), declaring the terms of IGRA to be controlling, except that any subsequent changes to IGRA that diminish the rights of tribes pursuant to the compact may not be given retroactive effect except to the extent validly mandated without regard to the consent of the parties to the compact.*

*The terms of a gaming compact, as authorized by this measure, would declare the purposes of the agreement,*



*define terms, and authorize class III gaming as specified, including slot machines, blackjack, lottery games, and off-track betting. The compact would authorize tribes to establish and expand gaming facilities subject to either the tribe's own building and safety code or, at the tribe's discretion, the building and safety code of any county in which the site is located or the California Uniform Building Codes, whichever is least stringent. The measure would specify that no county would have jurisdiction to enforce building and safety code regulations at the gaming site.*

*The compact would provide for the creation of trusts, funded by gaming proceeds as specified, for the benefit of nongaming tribes, statewide emergency medical services, and local government programs. The obligation to fund these trusts would automatically terminate in the event any other person or entity, including the State Lottery, is subsequently allowed under state law to lawfully operate class III gaming devices, as defined. The compact would require that all gaming activities be conducted pursuant to a gaming ordinance adopted by the tribe and approved in accordance with specified federal law, and would require that all gaming operation and facilities remain under the sole ownership of the tribe.*

*The measure would provide for the licensure by the tribal gaming agency of specified persons associated with gaming operations or facilities, including procedures for the approval, denial, renewal, or revocation of temporary, permanent, and conditional licenses. These procedures would include review by the state gaming agency. The compact would also provide for annual inspection and licensure of gaming facilities, background investigations of licensees, and licensing of employees, suppliers, and persons supplying financing. The compact would require the licensee to comply with specified public health, safety, and liability standards.*

*Under the compact, the tribal gaming agency would have the authority to enforce gaming regulations and ordinances on tribal lands, and to investigate and sanction violations.*

*The measure would require that the compact provide the state gaming agency with the right to inspect class III gaming facilities and records, as specified. The state gaming agency*



would be authorized to object to the granting of a temporary license, conduct its own background investigation, request the revocation or suspension of a tribal gaming license, or refuse to issue a certification of nonobjection, as specified.

In the event of a dispute occurring pursuant to these latter procedures, the compact would provide for dispute resolution procedures, including binding arbitration, and would require a limited waiver of sovereign immunity on the part of both the state and the tribe in the event of litigation.

The measure would provide that the terms of the compact may be amended only as the result of mutual agreement of the parties, by operation of law, or pursuant to the measure. The measure would provide that no further legislative or voter approval would be required to effectuate those changes. The measure would declare that, in the event that any of its provisions are found invalid, the provisions are severable and the rest of the measure is to remain in effect.

Vote:  $\frac{2}{3}$ . Appropriation: no. Fiscal committee: ~~no~~ yes. State-mandated local program: no.

1 Resolved by the Senate, the Assembly concurring, That  
2 the Legislature of the State of California at its 1997–98  
3 Regular Session commencing on the second day of  
4 December 1996, two-thirds of the membership of each  
5 house concurring, hereby proposes to the people of the  
6 State of California that the Constitution of the State be  
7 ~~amended by amending Section 19 of Article IV thereof,~~  
8 ~~to read:~~ amended as follows:

9 First—That Section 19 of Article IV thereof is amended  
10 to read:

11 SEC. 19. (a) The Legislature has no power to  
12 authorize lotteries and shall prohibit the sale of lottery  
13 tickets in the State.

14 (b) The Legislature may provide for the regulation of  
15 horse races and horse race meetings and wagering on the  
16 results.

17 (c) Notwithstanding subdivision (a), the Legislature  
18 by statute may authorize cities and counties to provide for  
19 bingo games, but only for charitable purposes.

(d) Notwithstanding subdivision (a), there is authorized the establishment of a California State Lottery.

(e) The Legislature has no power to authorize, and shall prohibit, casinos of the type currently operating in Nevada and New Jersey.

~~(f) (1) Notwithstanding subdivisions (a) and (e), the Legislature may authorize the establishment, operation, and regulation of casinos on Indian lands located within this State that are under the jurisdiction of a federally recognized Indian tribe.~~

*(f) Subdivisions (a) and (e) shall not apply to gaming activities on Indian lands which are conducted in accordance with the Tribal Government Gaming Act of 1998 (this subdivision and Article XXII), or to any facility in which such gaming occurs. Such gaming and facilities are permitted hereby and shall not be deemed to be in conflict with the State's policy of restricting the expansion of gaming within the State. All provisions of the Tribal Government Gaming Act of 1998, including the Gaming Compact set forth in Article XXII, shall be deemed to be consistent and in compliance with the Constitution and authorized hereunder. No statute may limit, condition, or restrict, or be deemed to limit, condition, or restrict, the authority of the Governor to execute the compact specified in Article XXII, or any amendments to that compact, of which execution is hereby authorized. Section 10 of Article XXII shall apply to the initial execution of the compact. However, the Governor has the authority to negotiate any amendment to the compact and to execute that amendment on behalf of the State.*

*Second—That Article XXII is added thereto, to read:*

## *ARTICLE XXII*

### *TRIBAL GOVERNMENT GAMING ACT OF 1998*

1     SECTION 1. This article, together with subdivision  
2 (f) of Section 19 of Article IV, shall be known and may be  
3 cited as the Tribal Government Gaming Act of 1998.

4     SEC. 2. The people of the State of California declare  
5 that the purpose of this Act is to support and preserve the  
6 right of federally recognized Indian tribal governments  
7 within California to continue to provide tribal economic  
8 development through the conduct of regulated gaming  
9 on Indian lands, which has been the primary source of  
10 jobs and relief from welfare on California Indian  
11 reservations for many years, and to resolve uncertainties  
12 regarding the legal status of such gaming.

13     SEC. 3. The people acknowledge that Indian tribal  
14 governments within California have substantial  
15 governmental responsibilities for and authority over their  
16 reservation lands and members, but have suffered, and  
17 continue to suffer, from insufficient resources with which  
18 to fund reservation infrastructures and tribal  
19 governmental services. Tribes in California historically  
20 have endured high rates of unemployment and  
21 inadequate educational, housing, elderly care, and health  
22 care opportunities. Regulated tribal government gaming  
23 on California Indian lands can meet many of those needs  
24 while preserving, due to the geographic confinement to  
25 Indian lands of the gaming authorized herein, the State's  
26 overall public policy to limit the expansion of gambling.

27     SEC. 4. The people of the State also find that because  
28 the people have enacted this Act, its provisions and the  
29 tribal-state compact under the Indian Gaming  
30 Regulatory Act (18 U.S.C. 1166 et seq. and 25 U.S.C. 2701  
31 et seq., all amendments and successors thereto, and all  
32 regulations promulgated thereunder; "IGRA" herein)  
33 set forth therein expresses the State's public policy on  
34 gaming on Indian lands, and is intended to reflect, among  
35 other considerations, the factors the State would have  
36 considered in negotiating separate tribal-state compacts  
37 under IGRA with individual tribes.

38     SEC. 5. The definitions set forth in Section 2 of the  
39 Gaming Compact shall apply to this Act.

1     *SEC. 6. The Gaming Compact set forth in this Act is*  
2     *enacted into law and is entered into by the State with*  
3     *each tribe that adopts a resolution joining in its terms in*  
4     *accordance with applicable tribal and federal law.*

5     *SEC. 7. Any Gaming Compact entered into pursuant*  
6     *to this Act is intended to meet the requirements of IGRA*  
7     *or any successor statute, as enacted on the date such*  
8     *Gaming Compact becomes effective. Subsequent*  
9     *changes to IGRA which diminish the rights of the State or*  
10    *the Indian tribe which is a party thereto shall not be*  
11    *applied retroactively to the Gaming Compact, except to*  
12    *the extent that federal law validly mandates such*  
13    *diminishment without the State's or the tribe's respective*  
14    *consent.*

15    *SEC. 8. Gaming activities conducted on Indian lands*  
16    *which are authorized under a Gaming Compact, and any*  
17    *facilities in which they are conducted, are permitted in*  
18    *California and are deemed to be lawful and in accordance*  
19    *with the State's public policy on gambling. Any*  
20    *prohibitions in State law regarding such gaming activities*  
21    *or facilities shall not be applicable. Any provisions of State*  
22    *law which prohibit the sale, manufacture, storing,*  
23    *possession, transportation, or repair of gaming devices*  
24    *shall not be applicable to tribal gaming terminals solely*  
25    *intended for use by a tribe which is a party to a Gaming*  
26    *Compact, provided, as to shipment of such devices,*  
27    *notification is given to the State gaming agency prior to*  
28    *any transportation of such devices on State roads or*  
29    *highways, which notice shall include the date of intended*  
30    *shipment, the sender, the recipient, and the reason for*  
31    *shipment. Said notice shall provide serial and model*  
32    *numbers, manufacturer name and address for each*  
33    *device to be shipped.*

34    *SEC. 9. Except as expressly provided for in this Act,*  
35    *no provision of State law shall apply to the authority of the*  
36    *State and the Governor to execute Gaming Compacts*  
37    *hereunder, or to prohibit any activity set forth in said*  
38    *Gaming Compact.*

39    *SEC. 10. (a) Any federally recognized tribe with*  
40    *Indian lands (as defined in IGRA) in California on which*

1 gaming may be conducted under IGRA may engage in  
2 the gaming authorized in a Gaming Compact on such  
3 lands by providing written notice to the Governor as  
4 follows:

5 {

6 “To the Governor of the State of California:

7 {

8 “The [name of tribe] (“Tribe”) is a federally  
9 recognized tribe with Indian lands as defined in 25 U.S.C.  
10 2703 over which it has jurisdiction, which lie within the  
11 boundaries of the State of California, and on which it  
12 intends class III gaming to be conducted.

13 {

14 “The Tribe hereby requests that the State of  
15 California enter into a Gaming Compact with the Tribe  
16 with respect to such gaming in accordance with the  
17 Indian Gaming Regulatory Act, 25 U.S.C. Section 2701 et  
18 seq., and the Tribal Government Gaming Act of 1998  
19 (subdivision (f) of Section 19 of Article IV of, and Article  
20 XXII of, the California Constitution).

21 {

22 [If applicable.] “The Tribe presently is a party to a  
23 tribal-state compact with California regarding off-track  
24 wagering. The Tribe has elected to [continue under its  
25 terms/substitute its terms for those in Section 4.4 of the  
26 Gaming Compact, as provided therein].

27 {

28 “The Tribe has adopted a resolution, a true copy of  
29 which is attached, authorizing this request and agreeing  
30 that such gaming shall be conducted in accordance with  
31 the Gaming Compact.

32 {

33 “Executed on \_\_\_\_\_, 19\_\_ at \_\_\_\_\_,  
34 California.

35

36





1 "THE [ ] TRIBE

2  
3 By: \_\_\_\_\_  
4 Authorized Tribal Representative"  
5

6 (b) Upon receipt of the above notice and resolution  
7 the Governor shall have 15 days in which to sign and  
8 return the Gaming Compact to the Tribe.

9 (c) Notwithstanding any other provision of State law,  
10 no conditions other than the adoption and receipt of the  
11 Tribal resolution and notice referred to in subdivision (a)  
12 shall be imposed on any tribe for obtaining such signature  
13 and return from the Governor.

14 (d) Upon signature by the Tribe and the Governor,  
15 the Gaming Compact shall be transmitted to the  
16 Secretary of the Interior for approval in accordance with  
17 the IGRA. The Gaming Compact shall become effective  
18 as provided in IGRA.

19 (e) In the event the federal process for approval of  
20 tribal-state gaming compacts is changed in any way which  
21 would require a change in the foregoing procedure set  
22 forth in this section and Section 11 in order for the  
23 Gaming Compact to become effective, this article shall be  
24 deemed amended to conform to and incorporate such  
25 change.

26 SEC. 11. In the event the Governor does not sign and  
27 return the Gaming Compact within the 15-day period  
28 specified in subdivision (b) of Section 10, the Gaming  
29 Compact shall be deemed to have been executed by the  
30 State on the 16th day following receipt of the notice and  
31 resolution from the Tribe as provided in Section 10, and  
32 may thereafter be forwarded by the Tribe to the  
33 Secretary of the Interior as a tribal-state compact under  
34 IGRA which has been duly and lawfully executed by and  
35 on behalf of the State under State law. Upon the  
36 Secretary's approval and any other conditions which  
37 must be met under federal law, the Gaming Compact  
38 shall be effective in accordance with its terms for all  
39 intents and purposes, provided that if the Gaming  
40 Compact was not signed and returned by the Governor

1 within the 15-day period, each of the percentages stated  
2 in Section 5 of the Gaming Compact, except for the  
3 percentage relating to contributions to the Non-gaming  
4 Tribal Assistance Fund, shall be reduced by 1 percent.

5 SEC. 12. The following shall be the Gaming Compact  
6 between the State and a requesting Tribe hereunder:

7  
8 “GAMING COMPACT

9  
10 Between the

11  
12 [NAME OF TRIBE],

13  
14 A federally recognized Indian tribe,

15  
16 and the

17  
18 STATE OF CALIFORNIA”

19  
20 {  
21 THIS GAMING COMPACT is entered into on a  
22 government-to-government basis by and between the [ ]  
23 INDIAN TRIBE (hereafter “Tribe”), a federally  
24 recognized sovereign Indian tribe, and the STATE OF  
25 CALIFORNIA (hereafter “State”), a sovereign State of  
26 the United States, pursuant to the Indian Gaming  
27 Regulatory Act of 1988, P.L. 100-497, codified at 18 U.S.C.  
28 1166 et seq. and 25 U.S.C. 2701 et seq. (hereafter “IGRA”)  
29 and any successor statute or amendments, and the Tribal  
30 Government Gaming Act of 1998 (subdivision (f) of  
31 Section 19 of Article IV of, and Article XXII of, the  
32 California Constitution).

33 {  
34 Section 1.0. PURPOSES AND OBJECTIVES. The  
35 terms of this Gaming Compact are designed to:

36 {  
37 (a) Evidence the good will and cooperation of the  
38 Tribe and State in fostering a mutually respectful  
39 government-to-government relationship that will serve  
40 the mutual interests of the parties;

{  
 (b) Develop and implement a means of regulating class III gaming on the Tribe's Indian Lands to ensure its fair and honest operation in accordance with IGRA, and through such regulated class III gaming enable the Tribe to develop self-sufficiency, promote tribal economic development, and generate jobs and revenues to support a strong tribal government and tribal governmental services;

{  
 (c) Minimize the possibility of corruption or illegal practices in conjunction with such gaming, through the licensing and control of persons and entities employed in, or providing goods and services to, the Tribe's gaming operation and protecting against the presence or participation of persons whose criminal backgrounds, reputations, character or associations make them unsuitable for participation in the gaming industry, thereby maintaining the high level of integrity in government gaming to which Californians are accustomed.

{  
 Sec. 2.0. DEFINITIONS

{  
 Sec. 2.1. "Act" means the Tribal Government Gaming Act of 1998 (subdivision (f) of Section 19 of Article IV of, and Article XXII of, the California Constitution).

{  
 Sec. 2.2. "Applicant" means an individual or entity that applies for a tribal license or State certification.

{  
 Sec. 2.3. "Class III Gaming" means the forms of class III gaming defined as such in 25 U.S.C. 2703(8) and by regulations of the National Indian Gaming Commission.

{  
 Sec. 2.4. "Gaming activities" means the class III gaming activities authorized under this Gaming Compact.

{

1       *Sec. 2.5. “Gaming Compact” means this compact.*

2       {

3       *Sec. 2.6. “Gaming device” means any electronic,*  
4 *electromechanical, electrical, or video device that, for*  
5 *consideration, permits: individual play with or against*  
6 *such device or the participation in any electronic,*  
7 *electromechanical, electrical, or video system to which*  
8 *such device is connected; the playing of games thereon or*  
9 *therewith, including, but not limited to, the playing of*  
10 *facsimiles of games of chance or skill; the possible delivery*  
11 *to or entitlement by the player to a prize or something of*  
12 *value other than the consideration provided as a result of*  
13 *the application of chance; and a method for viewing the*  
14 *outcome, prize won, and other information regarding the*  
15 *playing of games thereon or therewith.*

16       {

17       *Sec. 2.7. “Gaming employee” means any person who*  
18 *operates, maintains, repairs, assists in, or is in any way*  
19 *responsible for supervising gaming activities or persons*  
20 *who conduct, operate, account for, or supervise any*  
21 *gaming activity, is in a category under federal, state or*  
22 *tribal gaming law requiring licensing, or is a person whose*  
23 *employment duties require or authorize access to areas*  
24 *of the gaming facility which are not open to the public.*

25       {

26       *Sec. 2.8. “Gaming facility” means any building or*  
27 *room in which class III gaming activities or gaming*  
28 *operations occur, or in which records or funds derived*  
29 *from such gaming activities are maintained (but*  
30 *excluding offsite facilities primarily dedicated to storage*  
31 *of such records, and financial institutions), and all rooms,*  
32 *buildings and areas, including parking lots, walkways and*  
33 *means of ingress and egress associated therewith,*  
34 *provided nothing herein shall prevent the conduct of*  
35 *class II gaming (as defined under IGRA) therein.*

36       {

37       *Sec. 2.9. “Gaming operation” means the business*  
38 *enterprise which offers and operates gaming activities.*

39       {

1       *Sec. 2.10. “Gaming ordinance” means a Tribal*  
2 *ordinance or resolution duly authorizing the conduct of*  
3 *gaming activities on the Tribe’s Indian lands and*  
4 *approved under IGRA.*

5       {

6       *Sec. 2.11. “Gaming resources” means any goods or*  
7 *services used in connection with gaming activities,*  
8 *including, but not limited to, equipment, furniture,*  
9 *gambling devices and ancillary equipment, implements*  
10 *of gaming activities such as playing cards and dice,*  
11 *furniture designed primarily for gaming activities,*  
12 *maintenance or security equipment and services, gaming*  
13 *consulting services, and the like. The term “gaming*  
14 *resources” shall not include professional accounting and*  
15 *legal services.*

16       {

17       *Sec. 2.12. “Gaming resource supplier” means any*  
18 *manufacturer, distributor, supplier, vendor, lessor or*  
19 *other purveyor of gaming resources to the gaming*  
20 *operation or gaming facility, provided the Tribal gaming*  
21 *agency may exclude any such purveyor if the subject*  
22 *equipment or furniture is not specifically designed for,*  
23 *and is distributed generally for use other than, in*  
24 *connection with gaming activities.*

25       {

26       *Sec. 2.13. “IGRA” means the Indian Gaming*  
27 *Regulatory Act, P.L. 100-497, 18 U.S.C. 1166 et seq. and 25*  
28 *U.S.C. 2701 et seq., all amendments and successors*  
29 *thereto, and all regulations promulgated thereunder.*

30       {

31       *Sec. 2.14. “Management contractor” means any*  
32 *person with whom the Tribe has contracted for the*  
33 *management of any gaming activity or gaming facility,*  
34 *including, but not limited to, any person who would be*  
35 *regarded as a management contractor under IGRA.*

36       {

37       *Sec. 2.15. “Net Win” means the wagering revenue*  
38 *from gaming activities retained by the tribe after prizes*  
39 *or winnings have been paid to players or to pools*

1 *dedicated to the payment of such prizes and winnings,*  
2 *and prior to the payment of operating or other expenses.*

3 {

4 *Sec. 2.16. "State" means the State of California.*

5 {

6 *Sec. 2.17. "State gaming agency" means the person,*  
7 *agency, board, commission, or official, which the State*  
8 *duly authorizes to fulfill the functions assigned to it under*  
9 *this Gaming Compact. As of the date of the passage of this*  
10 *article, this agency is the entity or entities authorized to*  
11 *investigate, approve, and regulate gaming licenses*  
12 *pursuant to the Gambling Control Act (Chapter 5*  
13 *(commencing with Section 19800) of Division 8 of the*  
14 *Business and Professions Code) or its successors. In the*  
15 *event no agency is authorized to conduct this function,*  
16 *the State shall designate such an agency by statute. If the*  
17 *State fails to designate an agency authorized to*  
18 *investigate, approve, and regulate gaming licenses, sole*  
19 *authority of such approval will rest with the Tribal*  
20 *gaming agency, as defined.*

21 {

22 *Sec. 2.18. "Tribal gaming agency" means the person,*  
23 *agency, board, committee, commission, or council*  
24 *designated under Tribal law, including, but not limited*  
25 *to, an inter-tribal gaming regulatory agency approved to*  
26 *fulfill such functions by the State and the National Indian*  
27 *Gaming Commission, as primarily responsible for*  
28 *carrying out the Tribe's regulatory responsibilities under*  
29 *IGRA, the Tribal gaming ordinance, and this Gaming*  
30 *Compact. No person employed in or in connection with*  
31 *the management, supervision or conduct of any gaming*  
32 *activity may be a member or employee of the Tribal*  
33 *gaming agency.*

34 {

35 *Sec. 2.19. "Tribal gaming terminal" means a gaming*  
36 *device that does not dispense coins or currency and is not*  
37 *activated by a handle.*

38 {

39 *Sec. 2.20. "Tribe" means the [ ] Tribe of Indians, a*  
40 *federally recognized Indian tribe.*



1 {  
2 *Sec. 3.0. CLASS III GAMING AUTHORIZED AND*  
3 *PERMITTED. Tribe is hereby authorized and permitted*  
4 *to engage in the gaming activities expressly referred to*  
5 *herein.*

6 {  
7 *Sec. 4.0. SCOPE OF CLASS III GAMING. The Tribe*  
8 *is hereby authorized and permitted to offer the following*  
9 *gaming activities, to the extent they constitute class III*  
10 *gaming activities under IGRA:*

11 {  
12 *Sec. 4.1. The operation of Tribal gaming terminals,*  
13 *provided such devices meet technical standards adopted*  
14 *pursuant to Section 8.1.15 of this Gaming Compact.*

15 {  
16 *Sec. 4.2. The playing of the card game of blackjack*  
17 *or 21, provided prizes for each winning hand or any*  
18 *tournament or contest associated therewith are awarded*  
19 *solely from one or more segregated pools of funds which*  
20 *have been collected from player wagers, are irrevocably*  
21 *dedicated to the award of prizes in such games or in other*  
22 *lottery games, and in which the house neither has nor can*  
23 *acquire any interest. Nothing herein shall prohibit the*  
24 *tribe from setting and collecting a fee from the players of*  
25 *such games on a per hand, per wager, or time-period*  
26 *basis, or from providing initial seeding of player pools in*  
27 *the form of loans or promotional expenses, provided such*  
28 *seeding is not used to pay prizes previously won.*

29 {  
30 *Sec. 4.3. Any lottery game, including, but not limited*  
31 *to, drawings, raffles, match games, instant lottery ticket*  
32 *games, and keno (with a lottery prize system).*

33 {  
34 *Sec. 4.4. Off-track betting on horse races, if offered*  
35 *in accordance with the terms and conditions of the*  
36 *tribal-state compact between the State and the Sycuan*  
37 *Band of Mission Indians which existed on March 31, 1997,*  
38 *but adjusted for northern California racing if required by*  
39 *the geographic location of the Tribe, and which compact*  
40 *is hereby incorporated by reference, provided that if the*

1 Tribe and the State have already entered into a compact  
2 governing off-track wagering, such compact at Tribe's  
3 option shall continue in full force and effect as the  
4 off-track wagering provisions intended by this section.  
5 Tribe shall notify State of its election at the time the  
6 notice under Section 10(a) of the Act is given, and  
7 provided further that if the State lacks jurisdiction under  
8 federal law to collect a license fee or other charge on  
9 wagers placed at a tribal facility, which fee or charge  
10 would ordinarily be collected on wagers at nontribal  
11 facilities, an amount equal to such fee or charge shall be  
12 deducted from off-track wagers made at the Tribe's  
13 facility and distributed to the Tribe.

14 {  
15     *Sec. 4.5. Authorized Gaming Facilities. The Tribe*  
16 *may establish gaming facilities in which gaming activities*  
17 *under this Gaming Compact may be conducted,*  
18 *provided such facilities are located on Indian lands within*  
19 *California upon which gaming may be conducted under*  
20 *IGRA. All facilities, or additions to existing facilities,*  
21 *constructed after the effective date of this Gaming*  
22 *Compact shall meet (a) the building and safety codes of*  
23 *the Tribe, but if there are none, or to the extent they are*  
24 *less stringent than those of options (b) or (c) which*  
25 *follow, and at the Tribe's election, either (b) the Building*  
26 *and Safety Codes of any county within the boundaries of*  
27 *which the site of the facility is located, or (c) the*  
28 *then-applicable California Uniform Building Codes, as*  
29 *incorporated by reference or specified by statute,*  
30 *including all uniform fire, plumbing, electrical,*  
31 *mechanical and related codes, then in effect, provided*  
32 *nothing herein shall be deemed to confer jurisdiction to*  
33 *said county with respect to any reference to its codes.*  
34 *Tribe shall assure that all facilities constructed prior to the*  
35 *effective date of this Gaming Compact in which gaming*  
36 *activities authorized hereunder are conducted shall be*  
37 *safe for the use and occupancy intended, through the*  
38 *inspection and correction process set forth in Section 6.4.2*  
39 *of this Gaming Compact.*

40 {





1       *Sec. 5.0. TRIBAL, STATE AND LOCAL TRUST*  
2 *FUNDS.*

3       {

4       *Sec. 5.1. Conditional Obligation to Contribute to*  
5 *Trust Funds. The parties acknowledge that the gaming*  
6 *devices authorized under this Gaming Compact are*  
7 *expected to occupy a unique place in the California*  
8 *gaming environment, which is important in assisting the*  
9 *Tribe and other tribal governments develop the*  
10 *economic potential and other goals intended by the Act.*  
11 *In consideration for that unique position, the Tribe agrees*  
12 *to make contributions to the trust funds described in*  
13 *Sections 5.2, 5.3, and 5.4, so long as tribes that have*  
14 *entered into Gaming Compacts are not deprived of that*  
15 *unique opportunity by the legal offering of gaming*  
16 *devices by others within the State. Accordingly, in the*  
17 *event any other person or entity, including, but not*  
18 *limited to, the State Lottery, lawfully offers gaming*  
19 *devices for play at any time after the effective date of the*  
20 *Act, any and all obligations to make the contributions in*  
21 *Sections 5.2, 5.3, and 5.4 of this Gaming Compact shall*  
22 *immediately cease and terminate. For the purposes of*  
23 *this section only, no equipment or game which was*  
24 *offered by the California State Lottery or any race track*  
25 *in California between December 1, 1997, and January 2,*  
26 *1998, and is still in use, shall be deemed to cause the*  
27 *cessation and termination of said trust fund contributions.*  
28 *Notwithstanding anything in this Section 5 to the*  
29 *contrary, the Tribe shall have no obligation to make any*  
30 *contribution to any trust fund hereunder so long as it*  
31 *possesses or operates a total of less than 100 Tribal gaming*  
32 *terminals, nor shall any contribution be due on any*  
33 *revenues generated by the first 99 Tribal gaming*  
34 *terminals if more than 99 such terminals are possessed or*  
35 *in operation by the Tribe.*

36       {

37       *Sec. 5.2. Nongaming Tribal Assistance Fund.*

38       {

39       *Sec. 5.2.1. The Tribe shall participate in a trust fund*  
40 *with other Gaming Compact tribes into which it shall*

1 deposit 2 percent of its net win from Tribal gaming  
2 terminals each quarter. The trust fund shall be  
3 distributed on an equitable basis to federally recognized  
4 tribes located in California who have not participated in  
5 any form of gaming within the 12-month period  
6 preceding the anticipated receipt of such trust funds.

7 {

8 Sec. 5.2.2. The trustees shall be three representatives  
9 from federally recognized tribes in each federal judicial  
10 district in California, elected at a meeting at which all  
11 federally recognized tribes in the district have been given  
12 at least 15 days' written notice to attend. The State shall  
13 assist the trust fund in assuring that adequate notice is  
14 given to all tribes who are participants. The trustees from  
15 each district shall consist of two representatives of a tribe  
16 or tribes in the district who have entered into Gaming  
17 Compacts under the Act, and one representative who is  
18 from a nongaming tribe. If there are no tribes who fit into  
19 one category, the positions shall be filled by the other  
20 category of tribes. Gaming tribes shall nominate and elect  
21 the gaming tribe representatives, and nongaming tribes  
22 shall nominate and elect the nongaming tribe  
23 representative.

24 {

25 Sec. 5.2.3. All contributions to the fund shall be  
26 combined on a statewide basis and shall be distributed on  
27 a quarterly basis statewide in accordance with a fair and  
28 equitable formula established by the trustees by majority  
29 vote. All monies in the funds shall be distributed for such  
30 purposes each quarter, less reasonable costs of  
31 administering said trust fund, which shall not exceed 5  
32 percent of the monies collected.

33 {

34 Sec. 5.2.4. The first meeting of the trustees shall take  
35 place no later than six months following the effective date  
36 of the first Gaming Compact under the Act.

37 {

38 Sec. 5.2.5. Contributions to the fund from the Tribe  
39 herein shall be made on the 15th day of the month  
40 following the close of the second calendar quarter in



1 which this Gaming Compact has been in effect, based on  
2 the first calendar quarter Tribal gaming terminal total  
3 net win, and on the 15th day of the month following the  
4 close of each calendar quarter thereafter (on July 15,  
5 October 15, January 15, and April 15; hereafter  
6 “contribution dates”) based on such second preceding  
7 calendar quarter net win. For example, if this Gaming  
8 Compact becomes effective on October 10, the first  
9 contribution will be due on April 15th, based on the total  
10 net win from Tribal gaming terminals in the calendar  
11 quarter ending December 31. The next contribution date  
12 will be July 15, for the quarter ending March 15, and so  
13 forth.

14 {

15 Sec. 5.3. Statewide Emergency Medical Care Trust  
16 Fund.

17 {

18 Sec. 5.3.1. The Tribe shall establish a trust fund into  
19 which it shall deposit, on a quarterly basis on each  
20 contribution date, an amount equal to 3 percent of the net  
21 win from Tribal gaming terminals in the Tribe’s gaming  
22 operation. A board of trustees, consisting of three  
23 representatives of Gaming Compact tribes from each  
24 federal judicial district, shall be elected in a manner  
25 identical to the manner in which the board of trustees is  
26 created under Section 5.2 of this Gaming Compact, but  
27 without representation by nongaming tribes.

28 {

29 Sec. 5.3.2. Each quarter the board of trustees shall  
30 determine, based on a formula established with the  
31 approval of the State which takes into account the  
32 population, ratio, and needs of persons over 55 years of  
33 age in each county, a method for distributing all funds in  
34 the trust, except for reasonable administrative expenses  
35 not to exceed 5 percent of the funds collected, to be used  
36 solely to supplement emergency medical care resources  
37 within each county, provided that, without increasing  
38 said 3 percent amount, one-half of 1 percent (0.5%) of net  
39 win from said amount shall be used to establish or  
40 supplement programs within the county which address

1 compulsive and addictive gambling. One half of said  
2 amount (0.25% of net win) shall be included in any  
3 reduction which occurs as a result of amendment or  
4 renegotiation pursuant to Section 12 of this Gaming  
5 Compact.

6 {

7 Sec. 5.3.3. The first contribution into the fund by the  
8 Tribe shall be due on the contribution date following the  
9 second calendar quarter in which this Gaming Compact  
10 is in effect.

11 {

12 Sec. 5.3.4. The first meeting of the trustees shall take  
13 place no later than six months following the effective date  
14 of the first Gaming Compact under the Act.

15 {

16 Sec. 5.4. Local Benefits Grant Fund.

17 {

18 Sec. 5.4.1. The Tribe shall establish a trust fund into  
19 which it shall deposit, on a quarterly basis on each  
20 contribution date, an amount equal to 1 percent of the net  
21 win from Tribal gaming terminals in Tribe's gaming  
22 operation.

23 {

24 Sec. 5.4.2. Within 60 days after commencing  
25 operations under this Gaming Compact, Tribe shall invite  
26 discussion, on a government to government basis, with  
27 governmental representatives of any city and county  
28 within the boundaries of which the Tribe's gaming  
29 facilities are located. Such discussions shall address  
30 community needs which could be met by grants of funds  
31 from the trust, and the procedure and criteria for  
32 receiving such funds, which procedure and criteria shall  
33 be submitted in writing to, and approved by, a committee  
34 comprised of representatives of each of the eligible local  
35 community governments and the Tribe. The Tribe shall  
36 distribute annually all of such trust funds, less reasonable  
37 administrative costs of no more than 5 percent, in  
38 accordance with a distribution plan agreed upon by such  
39 committee which is fair and equitable. Funds not



1 *distributed in any year despite good faith efforts to do so*  
2 *shall be carried over to the following year.*

3 {

4 *Sec. 6.0. REGULATION OF GAMING.*

5 {

6 *Sec. 6.1. Tribal Gaming Ordinance. All gaming*  
7 *activities conducted under this Gaming Compact shall at*  
8 *a minimum comply with a Tribal gaming ordinance duly*  
9 *adopted by the Tribe and approved in accordance with*  
10 *IGRA.*

11 {

12 *Sec. 6.2. Tribal Ownership, Management and*  
13 *Control of Gaming Facility and Gaming Operation. All*  
14 *gaming operations and facilities authorized under this*  
15 *Gaming Compact shall be solely owned by the Tribe. The*  
16 *parties acknowledge that most tribal gaming operations*  
17 *and facilities within the State presently are controlled and*  
18 *conducted solely by the tribe, and that a goal of the Act*  
19 *is to enable all tribes to control and conduct their gaming*  
20 *operations and facilities. Therefore, although the Tribe*  
21 *shall be entitled to contract for the management of the*  
22 *gaming facility and operation in accordance with IGRA,*  
23 *any such management contract shall contain provisions*  
24 *for assuring that Tribal employees will be trained for and*  
25 *advanced to key management positions, and that the*  
26 *Tribe will be prepared by the management contractor to*  
27 *assume the control and conduct of the operation and*  
28 *facility as soon as practicable.*

29 {

30 *Sec. 6.3. Prohibition Regarding Minors. No person*  
31 *under 18 years of age shall be allowed in any area of a*  
32 *gaming facility where gaming activities are being*  
33 *conducted. Should alcoholic beverages be offered,*  
34 *prohibitions regarding age limits shall be governed by*  
35 *applicable law.*

36 {

37 *Sec. 6.4. Licensing Requirements and Procedures*

38 {

39 *Sec. 6.4.1. Summary of Licensing Principles and*  
40 *Procedure. All persons in any way connected with the*

1 gaming operation or facility that are required to be  
2 licensed under IGRA and any others so designated under  
3 this Gaming Compact, including, but not limited to,  
4 gaming employees, must be licensed by the tribal gaming  
5 agency, which shall have the primary responsibility for  
6 licensing and regulation of the gaming operation and  
7 facility hereunder. The State gaming agency, through  
8 review of each license application which the Tribal  
9 gaming agency has determined, at least on a preliminary  
10 basis, meets its licensing criteria, shall review such  
11 applicant and certify that it meets IGRA's and the State's  
12 gaming licensing criteria, or that such person is not  
13 suitable for a license and that the Tribal gaming agency  
14 should not issue it, or if already issued, should revoke it.  
15 In the event that the State gaming agency fails to act upon  
16 a license application within 180 days, that application  
17 shall be deemed an issuance of a certification of  
18 nonobjection. The State remains free to seek revocation  
19 of this certification, or to request the tribal gaming  
20 agency to suspend or revoke the license. Dispute  
21 resolution processes between the State and the Tribe, and  
22 the applicant and the State or Tribe, shall be available.  
23 The licensing process shall involve joint cooperation and  
24 participation by the Tribal gaming agency and the State  
25 gaming agency, all as more particularly described herein.

26 {  
27     Sec. 6.4.2. Gaming Facility. The gaming facility  
28 authorized by this Gaming Compact shall be licensed by  
29 the Tribal gaming agency in conformity with the  
30 requirements of this Gaming Compact, the Tribal gaming  
31 ordinance and IGRA, which license shall be reviewed and  
32 renewed, if appropriate, on an annual basis thereafter.  
33 Verification that this requirement has been met shall be  
34 provided to the State gaming agency. The Tribal gaming  
35 agency's certification to that effect shall be posted in a  
36 conspicuous and public place in the gaming facility at all  
37 times. In order to protect the health and safety of all  
38 gaming facility patrons, guests, and employees, the Tribe  
39 shall establish for its gaming facility health, safety and  
40 construction standards in conformity with Section 4.5 of



1 *this Gaming Compact. Inspections will be conducted*  
2 *with respect to these standards at least annually,*  
3 *following 30 days written notice to the State gaming*  
4 *agency. If the State gaming agency so requests at least 10*  
5 *days in advance of an annual inspection, a representative*  
6 *of that agency may be present during such inspection.*  
7 *The Tribe agrees to correct any deficiencies noted in such*  
8 *inspections within a reasonable time. The Tribal gaming*  
9 *agency will provide copies of such inspection reports to*  
10 *the State gaming agency, and vice versa, upon request*  
11 *from the other in writing.*

12 {  
13 *Sec. 6.4.3. Suitability Standard. In reviewing an*  
14 *application for a license, and in addition to any standards*  
15 *set forth in the Tribal gaming ordinance, the Tribal*  
16 *gaming commission shall consider whether issuance of*  
17 *the license is inimical to public health, safety, or welfare,*  
18 *and whether issuance of the license will undermine*  
19 *public trust that the Tribe's gaming operations, or tribal*  
20 *government gaming generally, are free from criminal*  
21 *and dishonest elements and would be conducted*  
22 *honestly. No license shall be issued unless, based on all*  
23 *information and documents submitted, the Tribal*  
24 *gaming agency is satisfied that the applicant is all of the*  
25 *following, in addition to any other criteria in IGRA or the*  
26 *Tribal gaming ordinance:*

27 {  
28 *(a) A person of good character, honesty, and*  
29 *integrity;*

30 {  
31 *(b) A person whose prior activities, criminal record,*  
32 *if any, reputation, habits, and associations do not pose a*  
33 *threat to the public interest or to the effective regulation*  
34 *and control of gambling, or create or enhance the dangers*  
35 *of unsuitable, unfair, or illegal practices, methods, and*  
36 *activities in the conduct of gambling or in the carrying on*  
37 *of the business and financial arrangements incidental*  
38 *thereto, and*

39 {



1       (c) A person who is in all other respects, qualified to  
2 be licensed as provided in this Gaming Compact, IGRA,  
3 the Tribal gaming ordinance and any other criteria  
4 adopted by the Tribal gaming agency or the Tribe.

5       {

6       Sec. 6.4.4. Gaming Employees. Every gaming  
7 employee shall obtain, and thereafter maintain, a valid  
8 Tribal gaming license, which shall be subject to annual  
9 renewal, provided that in accordance with Section 6.4.9  
10 of this Gaming Compact, such persons may be employed  
11 on a temporary or conditional basis pending completion  
12 of the licensing process.

13       {

14       Sec. 6.4.5. Gaming Resource Supplier; Suppliers of  
15 Non-gaming Related Goods and Services. Any gaming  
16 resource supplier shall be licensed by the Tribal gaming  
17 agency prior to the sale, lease or distribution of any such  
18 goods or services to or in connection with the Tribe's  
19 operation or facility. Licenses shall be renewed at least  
20 every two years.

21       {

22       Sec. 6.4.6. Financial Sources. Any party extending  
23 financing, directly or indirectly, to the Tribe's gaming  
24 facility or gaming operation shall be licensed by the Tribal  
25 gaming agency prior to extending such financing.  
26 Licensing shall be effective for no more than two years  
27 before a renewal must be obtained to extend additional  
28 financing. Vendors providing financing in connection  
29 with the sale or lease of goods or services obtained from  
30 them may be licensed solely in accordance with licensing  
31 procedures applicable, if at all, to such vendors as gaming  
32 resource suppliers. The Tribal gaming agency may, at its  
33 discretion, exclude from the licensing requirements of  
34 this section, financing provided by a federally or state  
35 regulated bank, savings and loan, or other lending  
36 institution, a federally recognized Tribal government or  
37 tribal entity thereof, or any agency of the federal, state or  
38 local government.

39       {



*Sec. 6.4.7. Processing Tribal Gaming License Applications. Each applicant for a Tribal gaming license shall submit the completed application along with the required information and an application fee, if required, to the Tribal gaming agency in accordance with the rules and regulations of that agency. At a minimum, the Tribal gaming agency shall require submission and consideration of all information required under IGRA, including Section 556.4 of Title 25 of the Code of Federal Regulations, for licensing primary management officials and key employees. For applicants who are business entities, these licensing provisions shall apply to the entity as well as: (i) each of its officers and directors; (ii) each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer, or general manager; (iii) each of its owners or partners, if an unincorporated business; (iv) each of its shareholders who own more than 10 percent of the shares of the corporation, if a corporation; and (v) each person or entity (other than a financial institution that the Tribal gaming agency has determined does not require a license under the preceding section) who has provided financing in connection with any gaming authorized under this Gaming Compact, if such person or entity provided more than 10 percent of the start-up capital or operating capital over a 12-month period, or a combination thereof. For purposes of this section, where there is any commonality of the characteristics identified in subsections (i) through (iv) above between any two or more entities, those entities may be deemed to be a single entity. Nothing herein shall preclude the Tribe or Tribal gaming agency from requiring more stringent licensing requirements.*

{

*Sec. 6.4.8. Background Investigations of Applicants. The Tribal gaming agency shall conduct all necessary background investigations reasonably required to ensure the applicant is qualified for a gaming license, and shall not issue a license until a determination is made that such qualifications have been met. Such investigation shall not*

1 be deemed completed until the results from all  
2 fingerprinting and other criminal background  
3 investigations required under IGRA and the Tribal  
4 gaming ordinance have been received and a  
5 determination has been made that such results do not  
6 disqualify the applicant from receiving a license. In lieu  
7 of completing its own background investigation, and to  
8 the extent so permitted under IGRA and the Tribal  
9 gaming ordinance, the Tribal gaming agency may rely on  
10 certification of the applicant as evidence that such person  
11 is suitable to obtain a gaming license under this Gaming  
12 Compact. If the applicant has provided complete releases  
13 to the State agency to do so, that agency shall make  
14 available to the Tribal gaming agency its background  
15 information regarding the applicant, unless to do so  
16 would violate any agreement it had with a source of such  
17 information, impair or impede a criminal investigation, or  
18 the Tribal gaming agency could not provide sufficient  
19 safeguards to assure the State gaming agency that the  
20 information would remain confidential.

21 {  
22 Sec. 6.4.9. Temporary Licensing. Notwithstanding  
23 anything herein to the contrary, if the applicant has  
24 completed a license application in a manner satisfactory  
25 to the Tribal gaming agency, and provided a preliminary  
26 background investigation is performed and such  
27 application and preliminary investigation does not  
28 indicate to the Tribal gaming agency that the applicant  
29 has a criminal history or other information in his or her  
30 background that either would automatically disqualify  
31 the applicant from obtaining a license, would cause a  
32 reasonable person to investigate further before issuing a  
33 license, is not otherwise unsuitable for licensing, or no  
34 other grounds sufficient to disqualify the applicant  
35 pursuant to Section 6.4.3 of this Gaming Compact are  
36 apparent or have been discovered, the Tribal gaming  
37 agency may issue a temporary license and may impose  
38 such specific conditions thereon pending completion of  
39 the applicant's background investigation as the Tribal  
40 gaming agency in its sole discretion shall determine,

1 *provided that within five days of receiving notice of the*  
2 *intent to issue such temporary license no objection is*  
3 *raised by the State pursuant to Section 6.5.6 (b) of this*  
4 *Gaming Compact. Special fees may be required to issue*  
5 *or maintain a temporary license, which shall remain in*  
6 *effect until suspended, revoked, or a final determination*  
7 *is made on the application. At any time after issuance of*  
8 *a temporary license the Tribal gaming agency may*  
9 *suspend or revoke it in accordance with Sections 6.5.1 and*  
10 *6.5.5 of this Gaming Compact, and the State gaming*  
11 *agency may request suspension or revocation in*  
12 *accordance with Section 6.5.6 (c) of this Gaming*  
13 *Compact.*

14 {

15 *Sec. 6.5. Gaming License Issuance. Upon completion*  
16 *of the necessary background investigation, or acceptance*  
17 *of a State certification of nonobjection if the Tribal*  
18 *gaming agency elects to rely on such certification in lieu*  
19 *thereof under Section 6.4.8 of this Gaming Compact,*  
20 *receipt and review of such further information as the*  
21 *Tribal gaming agency may require, receipt as to*  
22 *non-Tribal member applicants of a certificate of*  
23 *nonobjection by the State gaming agency, and payment*  
24 *of all necessary fees by the applicant, the Tribal gaming*  
25 *agency may issue a license on a conditional or*  
26 *unconditional basis. Nothing herein shall create a*  
27 *property or other right of an applicant in an opportunity*  
28 *to be licensed, or in a license itself, both of which shall be*  
29 *considered to be privileges granted to the applicant in the*  
30 *sole discretion of the Tribal gaming agency.*

31 {

32 *Sec. 6.5.1. Denial, Suspension, or Revocation of*  
33 *Licenses. Any application for a gaming license shall be*  
34 *denied, and any license issued shall be revoked, if the*  
35 *Tribal gaming agency determines that the application is*  
36 *incomplete or deficient, the applicant is determined to be*  
37 *unsuitable or otherwise unqualified for a gaming license,*  
38 *or the State objects to the issuance of such license*  
39 *pursuant to Section 6.5.6 (c) of this Gaming Compact.*  
40 *Pending consideration of revocation, the Tribal gaming*

1 agency may suspend a license in accordance with Section  
2 6.5.5 of this Gaming Compact. All rights to notice and  
3 hearing shall be governed by Tribal law, as to which the  
4 applicant will be notified in writing along with notice of  
5 an intent to suspend or revoke the license.

6 {

7 Sec. 6.5.2. *Renewal of Licenses; Extensions; Further*  
8 *Investigation.* In the event a licensee has applied for  
9 renewal prior to expiration of a license and the Tribal  
10 gaming agency has, through no fault of the applicant,  
11 been unable to complete the renewal process prior to  
12 such expiration, the license shall be deemed to be  
13 automatically extended until formal action has been  
14 taken on the renewal application or a suspension or  
15 revocation has occurred. Applicants for renewal of a  
16 license shall provide updated material as requested, on  
17 the appropriate renewal forms, but at the discretion of  
18 the Tribal gaming agency may not be required to  
19 resubmit historical data previously submitted or which is  
20 otherwise available to the Tribal gaming agency. At the  
21 discretion of the Tribal gaming agency, an additional  
22 background investigation may be required at any time if  
23 the Tribal gaming agency determines the need for  
24 further information concerning the applicant's  
25 continuing suitability or eligibility for a license.

26 {

27 Sec. 6.5.3. *Identification Cards.* The Tribal gaming  
28 agency shall require all persons required to be licensed to  
29 wear in plain view at all times while in the gaming facility  
30 identification badges issued by the Tribal gaming agency  
31 which include sufficient information, including, but not  
32 limited to, a photograph and an identification number, to  
33 enable agents of the Tribal gaming agency to readily  
34 identify such employees and determine the validity and  
35 date of expiration of their license.

36 {

37 Sec. 6.5.4. *Fees For Tribal License.* The fees for all  
38 tribal licenses shall be set by the Tribal gaming agency.

39 {

1       *Sec. 6.5.5. Suspension of Tribal License. The Tribal*  
2 *gaming agency may summarily suspend the license of any*  
3 *employee if the Tribal gaming agency determines that*  
4 *the continued licensing of such person or entity would*  
5 *constitute a threat to the public health or safety or is in*  
6 *violation of the Tribe's licensing standards. Any right to*  
7 *notice or hearing in regards thereto shall be governed by*  
8 *Tribal law, with notice thereof given to the licensee at the*  
9 *time notice of any suspension is given.*

10 {

11       *Sec. 6.5.6. State Certification Process.*

12 {

13       *(a) Except for enrolled members of the Tribe, who*  
14 *shall be licensed exclusively by the Tribe, upon receipt of*  
15 *a completed license application the Tribal gaming*  
16 *agency shall transmit to the State gaming agency a copy*  
17 *of all Tribal license application materials together with a*  
18 *set of fingerprint cards, a current photograph, and such*  
19 *releases of information, waivers, and completed and*  
20 *executed other forms permitting a thorough State*  
21 *gaming agency background investigation as that agency*  
22 *may reasonably require ("State certification*  
23 *information" hereafter) and which is consistent with*  
24 *information required of applicants for licensing from that*  
25 *agency in connection with nontribal gaming activities,*  
26 *upon the earliest determination by the Tribal gaming*  
27 *agency, even if only for the purposes of a temporary*  
28 *license, that the applicant is or appears to be suitable for*  
29 *licensing pending further investigation. The State*  
30 *gaming agency and the Tribal gaming agency (together*  
31 *with Tribal gaming agencies under other Gaming*  
32 *Compacts) shall cooperate in developing licensing forms*  
33 *for tribal gaming license applicants, on a statewide basis,*  
34 *that reduces or eliminates duplicative or excessive*  
35 *paperwork.*

36 {

37       *(b) Temporary License Objection. No temporary*  
38 *license shall be granted by the Tribal gaming agency until*  
39 *more than five days has elapsed following receipt by the*  
40 *State gaming agency of such license application and other*

1 information from the Tribal gaming agency, together  
2 with a notice from that agency of its intent to issue a  
3 temporary license, and no objection to the issuance of said  
4 temporary license by the State gaming agency. The State  
5 shall have five days from the receipt of such notice to  
6 notify the Tribal gaming agency that it has an objection  
7 to the issuance of said temporary license. Such objection  
8 shall be made in good faith, provided nothing herein shall  
9 prevent the State gaming agency from at any time  
10 requesting suspension or revocation of said temporary  
11 license pursuant to Section 6.5.6 (d) of this Gaming  
12 Compact.

13 {  
14 (c) Background Investigations of Applicants. Upon  
15 receipt of completed State certification information, the  
16 State gaming agency may conduct a background  
17 investigation to ensure, or otherwise determine that, the  
18 applicant is suitable to be licensed in the gaming industry  
19 in California, which shall be based on the same criteria  
20 applicable to persons applying for licenses in connection  
21 with comparable non-Tribal gaming positions or  
22 functions under State law. The State gaming agency and  
23 Tribal gaming agency shall cooperate to share as much  
24 background information as possible, both to maximize  
25 investigative efficiency and thoroughness, and to  
26 minimize investigative costs. Upon completion of the  
27 necessary background investigation or other verification  
28 of suitability, the State gaming agency shall either issue a  
29 notice to the Tribal gaming agency, with a copy to the  
30 applicant, certifying that the State has no objection to the  
31 issuance of a license to the applicant by the Tribal gaming  
32 agency, or shall refuse to issue such certification and  
33 thereby object to such issuance. If notice of objection is  
34 given, a statement setting forth the grounds for such  
35 objection shall be forwarded to the applicant, with a copy  
36 forwarded to the Tribal gaming agency, which shall also  
37 receive the information upon which such objection was  
38 based unless to do so would violate a confidentiality  
39 agreement or compromise a pending criminal  
40 investigation.



{

*(d) Grounds for Requesting Tribal License Revocation or Suspension or Denying State Certification of Nonobjection. The State gaming agency may revoke a State certification of nonobjection under any provisions of the Gambling Control Act, as referenced in Section 2.17 of this Gaming Compact, which could be invoked to suspend or revoke a gaming license of a person licensed under that Act for a similar position or activity at a non-Tribal gaming operation or facility. Upon the Tribal gaming agency's receipt of notice of such action, it shall immediately and in good faith consider the action of the State gaming agency and, if the circumstances warrant it, take like action with respect to the licensee's Tribal license, unless within three days of receipt of such notice it has notified the State gaming agency that good cause exists to defer taking such action pending further investigation. If the State gaming agency objects to such deferral, and the parties cannot resolve their differences through meeting and conferring on the issue, either agency may seek resolution through the arbitration provisions of Section 10 of this Gaming Compact.*

{

*(e) Right To Hearing For Revocation, Suspension, or Denial of State Certification. Any applicant or Tribal gaming licensee as to whom the State has either refused to issue a certificate of nonobjection, or issued a notice that such certification has been revoked, shall be entitled to notice and hearing on any action by the State gaming agency which may result in the revocation, suspension, or denial of State certification, to the extent made available to like applicants or licensees before the State gaming agency. The notice and hearing will be conducted in accordance with the procedures contained in the applicable provisions of State law, provided the State may, at the State's discretion, defer such hearing or otherwise taking action and refer such matters to the Tribal gaming agency, if the applicant may pursue similar remedies before that agency.*

{

1       *Sec. 6.6. Employment or Participation Prohibited.*  
2       *No person shall be employed by, or act as a gaming*  
3       *resource supplier to, any gaming activity or facility of the*  
4       *Tribe unless such person, if required to be licensed, has*  
5       *obtained all required licenses hereunder.*

6       {  
7       *Sec. 6.7. Current License or Certification of*  
8       *Nonobjection Holders. Notwithstanding anything in this*  
9       *Gaming Compact to the contrary, the Tribal gaming*  
10       *agency in its sole discretion may issue a license without*  
11       *conducting a background investigation to any applicant*  
12       *who holds a current valid gaming license, including*  
13       *licenses issued prior to the effective date of this Gaming*  
14       *Compact, or a certification of nonobjection from the*  
15       *State, provided the applicant consents to the Tribal*  
16       *gaming agency having access to all information held by*  
17       *the State gaming agency and such agency makes such*  
18       *information available to the Tribal gaming agency, and*  
19       *provided further that the State gaming agency certifies*  
20       *that the applicant is in good standing.*

21       {  
22       *Sec. 7.0. TRIBAL ENFORCEMENT OF GAMING*  
23       *COMPACT PROVISIONS*

24       {  
25       *Sec. 7.1. On-Site Regulation. It is the responsibility of*  
26       *the Tribal gaming agency to conduct on-site regulation,*  
27       *control and security of the gaming authorized by this*  
28       *Gaming Compact, and for the enforcement of this*  
29       *Gaming Compact on the Tribe's Indian lands, to ensure*  
30       *that, in connection with gaming activities, the health,*  
31       *welfare and safety of the members of the Tribe and*  
32       *patrons of the gaming facility and operation are*  
33       *protected; a means for regulating gaming activities which*  
34       *ensures the fair and honest operation of such gaming is*  
35       *implemented and effectively carried out; and continuing*  
36       *efforts are made to minimize the possibility of corruption*  
37       *or illegal practices in conjunction with such activities; and*  
38       *to assure that, for the benefit of the Tribe, its patrons, and*  
39       *other Tribal gaming operations in the State, that the*





1 gaming operation and facility maintains the highest level  
2 of integrity possible.

3 {

4 Sec. 7.2. Investigation and Sanctions. The Tribal  
5 gaming agency shall investigate any reported violation of  
6 the Gaming Compact provisions and shall require the  
7 gaming operation to correct the violation upon such  
8 terms and conditions as the Tribal gaming agency  
9 determines are necessary. The Tribal gaming agency  
10 shall be empowered by Tribal Ordinance to impose fines  
11 or other sanctions within the jurisdiction of the Tribe  
12 against a gaming licensee or any other person directly or  
13 indirectly involved in, or benefiting from, the gaming  
14 operation. The Tribal gaming agency shall be required to  
15 report continued violations or failures to comply with  
16 their orders to the State gaming agency, provided such  
17 continued violations and compliance failures have first  
18 been reported to the Tribe and no corrective action has  
19 been taken within a reasonable period of time.

20 {

21 Sec. 7.3. Assistance by State gaming agency. If  
22 requested by the Tribal gaming agency, the State gaming  
23 agency shall assist in any investigation initiated by the  
24 Tribal gaming agency and provide other requested  
25 services to ensure proper compliance with the provisions  
26 of this Gaming Compact. The State shall be reimbursed  
27 its reasonable costs of such assistance provided it has  
28 received approval from the Tribe in advance for such  
29 expenditures.

30 {

31 Sec. 7.4. Access to premises by State gaming agency;  
32 Notification; Inspections. Notwithstanding that the Tribe  
33 has the primary responsibility to administer and enforce  
34 the regulatory requirements, the State gaming agency  
35 shall have the right to inspect the Tribe's gaming facilities  
36 with respect to class III gaming activities only, and all  
37 gaming operation or facility records relating thereto,  
38 subject to the following conditions:

39 {

1       *Sec. 7.4.1. With respect to public areas of a gaming*  
2 *facility, at any time without prior notice during normal*  
3 *gaming facility business hours;*

4       {

5       *Sec. 7.4.2. With respect to private areas of a gaming*  
6 *facility not accessible to the public, at any time during*  
7 *normal gaming facility business hours, immediately after*  
8 *notifying the Tribal gaming agency and gaming facility*  
9 *management of his or her presence on the premises and*  
10 *presenting proper identification, and requesting access to*  
11 *the nonpublic areas of the Gaming Facility. The Tribal*  
12 *gaming agency, in its sole discretion, may require an*  
13 *employee of the gaming facility or the Tribal gaming*  
14 *agency to accompany the State gaming agency at all*  
15 *times that the State gaming agency is on the premises of*  
16 *a gaming facility, but if the Tribe imposes such a*  
17 *requirement, the Tribe shall require such an employee of*  
18 *the gaming facility or the Tribal gaming agency to be*  
19 *available at all times for such purposes;*

20       {

21       *Sec. 7.4.3. With respect to inspection and copying of*  
22 *gaming operation records relating to class III gaming, at*  
23 *any time without prior notice between the hours of 9 a.m.*  
24 *and 4 p.m. Monday through Friday, excluding official*  
25 *holidays. The reasonable costs of copying will be borne by*  
26 *the State; provided that, notwithstanding any other*  
27 *provision of the law of this State, all records and copies*  
28 *thereof that the State gaming agency inspects or copies*  
29 *pursuant to this compact shall be and remain the*  
30 *property solely of the Tribe, and shall not be released or*  
31 *divulged for any purposes without the Tribe's prior*  
32 *written consent, except that the production of such*  
33 *records may be compelled by subpoena in a criminal*  
34 *prosecution or in a proceeding for violation of this*  
35 *compact without the Tribe's prior written consent, and*  
36 *provided further that prior to the disclosure of the*  
37 *contents of any such records, the Tribe shall be given a*  
38 *reasonable opportunity to object or to require the*  
39 *redaction of trade secrets or other confidential*



1 information that is not germane to the proceeding in  
2 which the records are to be produced; and

3 {

4 Sec. 7.4.4. Whenever a representative of the State  
5 gaming agency enters the premises of the gaming facility  
6 for any such inspection, such representative shall identify  
7 himself or herself to security or supervisory personnel of  
8 the gaming facility.

9 {

10 Sec. 7.4.5. Persons associated with the State gaming  
11 agency who are to have access to nonpublic areas of the  
12 gaming facility shall first be identified to the Tribal  
13 gaming agency as so authorized, and following a sufficient  
14 period of time for the Tribal gaming agency to conduct  
15 a reasonable inquiry into the person's character and  
16 background, and to grant approval to such person's  
17 presence, which approval shall not be unreasonably  
18 withheld.

19 {

20 Sec. 8.0. RULES AND REGULATIONS FOR THE  
21 OPERATION AND MANAGEMENT OF THE TRIBAL  
22 GAMING OPERATION

23 {

24 Sec. 8.1. Adoption of Regulations for Operation and  
25 Management. Minimum Standards. In order to meet the  
26 goals set forth in this Gaming Compact and required of  
27 the Tribe by law, the Tribal gaming agency shall be  
28 vested with the authority to promulgate the following  
29 rules and regulations, and ensure their enforcement in an  
30 effective manner, at a minimum:

31 {

32 Sec. 8.1.1. The enforcement of all relevant laws and  
33 rules with respect to the gaming operation and facility,  
34 and the power to conduct investigations and hearings  
35 with respect thereto and to any other subject within its  
36 jurisdiction;

37 {

38 Sec. 8.1.2. The physical safety of gaming operation  
39 patrons, employees and any other person while in the  
40 facility;

1 {  
2     *Sec. 8.1.3. The physical safeguarding of assets*  
3 *transported to, within and from the Gaming facility;*

4 {  
5     *Sec. 8.1.4. The prevention of illegal activity from*  
6 *occurring within the facility or with regard to the gaming*  
7 *operation, including, but not limited to, the maintenance*  
8 *of employee procedures and a surveillance system as*  
9 *provided below;*

10 {  
11     *Sec. 8.1.5. The detention of persons who may be*  
12 *involved in illegal acts for the purpose of notifying*  
13 *appropriate law enforcement authorities;*

14 {  
15     *Sec. 8.1.6. The recording of any and all occurrences*  
16 *within the gaming facility that deviate from normal*  
17 *operating policies and procedures (“incidents”*  
18 *hereafter). The procedure for recording incidents shall*  
19 *(1) specify that security personnel record all incidents,*  
20 *regardless of an employee’s determination that such*  
21 *incident may be immaterial (all incidents shall be*  
22 *identified in writing); (2) require the assignment of a*  
23 *sequential number to each report; (3) provide for*  
24 *permanent reporting in indelible ink in a bound*  
25 *notebook from which pages cannot be removed and in*  
26 *which entries are made on each side of each page; and (4)*  
27 *that each report include at a minimum:*

- 28 {  
29     (a) *The record number;*  
30 {  
31     (b) *The date;*  
32 {  
33     (c) *The time;*  
34 {  
35     (d) *The location of the incident;*  
36 {  
37     (e) *A detailed description of the incident;*  
38 {  
39     (f) *The persons involved in the incident; and*  
40 {

1 (g) *The security department employee assigned to*  
2 *the incident.*

3 {

4 *Sec. 8.1.7. The establishment of employee*  
5 *procedures designed to permit detection of any*  
6 *irregularities, theft, cheating, fraud or the like;*

7 {

8 *Sec. 8.1.8. Maintenance of a list of persons barred*  
9 *from the gaming facility who, because of their past*  
10 *behavior, criminal history or association with persons or*  
11 *organizations, pose a threat to the integrity of the gaming*  
12 *activities of the Tribe or to the integrity of regulated*  
13 *gaming within the State;*

14 {

15 *Sec. 8.1.9. The conduct of an audit of the gaming*  
16 *operation, not less than annually, by an independent*  
17 *certified public accountant, in accordance with the*  
18 *auditing and accounting standards for audits of casinos of*  
19 *the American Institute of Certified Public Accountants;*

20 {

21 *Sec. 8.1.10. Submission to and prior approval from*  
22 *the Tribal gaming agency of the rules and regulations of*  
23 *each class III game to be operated by the Tribe, and of any*  
24 *changes in such rules and regulations. No class III game*  
25 *shall be played which has not received Tribal gaming*  
26 *agency approval.*

27 {

28 *Sec. 8.1.11. Maintenance of a copy of the rules,*  
29 *regulations, and procedures for each game as presently*  
30 *played, including, but not limited to, the method of play*  
31 *and the odds and method of determining amounts paid*  
32 *to winners. Information regarding the method of play,*  
33 *odds, payoff determinations, and player pool balances*  
34 *shall be visibly displayed or available to patrons in written*  
35 *form in the gaming facility. Betting limits applicable to*  
36 *any gaming station shall be displayed at such gaming*  
37 *station. In the event of a patron dispute over the*  
38 *application of any gaming rule or regulation, the matter*  
39 *will be handled in accordance with the Tribal gaming*

1 ordinance and any rules and regulations promulgated by  
2 the Tribal gaming agency.

3 {

4 Sec. 8.1.12. Maintenance of a closed circuit television  
5 surveillance system consistent with industry standards for  
6 gaming facilities of the type and scale operated by the  
7 Tribe, which system shall be approved and shall not be  
8 modified without the approval of the Tribal gaming  
9 agency. The Tribal gaming agency shall have current  
10 copies of the gaming facility floor plan and closed circuit  
11 television system at all times and any modifications  
12 thereof first shall be approved by the Tribal gaming  
13 agency.

14 {

15 Sec. 8.1.13. Maintenance of a cashier's cage in  
16 accordance with industry standards for such facilities.

17 {

18 Sec. 8.1.14. A description of minimum staff and  
19 supervisory requirements for each gaming activity to be  
20 conducted; and

21 {

22 Sec. 8.1.15. Regulations specific to technical  
23 standards for the operation of Tribal gaming terminals  
24 and other games authorized herein to be adopted by the  
25 Tribe, which technical specifications shall be no less  
26 stringent than those approved by a recognized gaming  
27 testing laboratory in the gaming industry, such as Gaming  
28 Laboratory International, as the parties shall agree in  
29 good faith.

30 {

31 Sec. 8.2. CRIMINAL JURISDICTION

32 {

33 Nothing in this Gaming Compact shall affect the  
34 criminal jurisdiction of the State under Public Law 280  
35 (18 U.S.C. 1162 and 28 U.S.C. 1360 and 1362) or IGRA, to  
36 the extent applicable, provided that no gaming activity  
37 conducted in compliance with this Gaming Compact and  
38 the Act shall be deemed to be a civil or criminal violation  
39 of any State law. Except as otherwise provided herein, to  
40 the extent the State contends a violation of State law



1 regarding the regulation or conduct of gambling has  
2 occurred at or related to the Tribe's gaming operation or  
3 facility, it shall be treated solely as a civil matter to be  
4 resolved pursuant to Section 9.0 et seq. of this Gaming  
5 Compact.

6 {

7 *Sec. 9.0. DISPUTE RESOLUTION PROVISIONS*

8 {

9 *Sec. 9.1. Voluntary Resolution.*

10 {

11 *Sec. 9.1.1. In recognition of the government to*  
12 *government relationship of the Tribe and State, the*  
13 *parties shall make best efforts to resolve disputes that*  
14 *occur under the procedures of Section 6.5.6 of this*  
15 *Gaming Compact by good faith negotiations whenever*  
16 *possible. Therefore, without prejudice to the right of*  
17 *either party to seek injunctive relief against the other*  
18 *when circumstances require such immediate relief, the*  
19 *parties hereby establish a threshold requirement that*  
20 *disputes between the Tribe and the State first be*  
21 *subjected to a process of meeting and conferring in order*  
22 *to foster a spirit of cooperation and efficiency in the*  
23 *administration and monitoring of performance and*  
24 *compliance by each other with the terms, provisions and*  
25 *conditions of this Gaming Compact, as follows:*

26 {

27 (a) *Either party shall give the other, as soon as*  
28 *possible after the event giving rise to the concern, a*  
29 *written notice setting forth the issues to be resolved;*

30 {

31 (b) *The parties shall meet and confer in a good faith*  
32 *attempt to resolve the dispute through negotiation not*  
33 *later than 10 days from receipt of the notice;*

34 {

35 (c) *If the dispute is not resolved to the satisfaction*  
36 *of the parties within 20 days of the first meeting, then a*  
37 *party may seek to have the dispute resolved by an*  
38 *arbitrator in accordance with this section, but only as to*  
39 *disputes in which no breach of this Gaming Compact is*  
40 *claimed, or no issue regarding the good faith of a party to*

1 negotiate or renegotiate any provision of this or any other  
2 tribal-state compact is concerned. Other than disputes  
3 subject to arbitration, such other disputes shall be  
4 resolved in federal district court and all applicable courts  
5 of appeal (or if and only if such federal courts lack  
6 jurisdiction, to any court of competent jurisdiction and its  
7 related courts of appeal). The disputes to be submitted to  
8 court action include, but are not limited to, any other  
9 dispute, including, but not limited to, such claims of  
10 breach or failure to negotiate in good faith. In no event  
11 shall the Tribe be precluded from pursuing any  
12 arbitration or judicial remedy against the State on the  
13 grounds the Tribe has failed to exhaust its State  
14 administrative remedies.

15 {

16 Sec. 9.2. The arbitration, unless another date is  
17 stipulated to by the parties, shall occur no later than 21  
18 days from the date an arbitrator is named.

19 {

20 Sec. 9.3. Arbitration shall be conducted in  
21 accordance with the policies and procedures of the  
22 Commercial Rules of arbitration of the American  
23 Arbitration Association, and shall be held on the Tribe's  
24 reservation. Each side shall bear its own costs, attorneys'  
25 fees, and one-half the cost of the arbitration.

26 {

27 Sec. 9.4. The decision of the arbitrator shall be  
28 binding.

29 {

30 Sec. 9.5. Nothing in this section shall be construed to  
31 waive, limit or restrict any remedy which is otherwise  
32 available to either party. Nor shall this section be  
33 construed to preclude, limit or restrict the ability of the  
34 parties to pursue, by mutual agreement, any other  
35 method of dispute resolution, including, but not limited  
36 to, mediation or utilization of a technical advisor to the  
37 Tribal and State Gaming Agencies; provided that neither  
38 party is under any obligation to agree to such alternative  
39 method of dispute resolution.

40 {



1       *Sec. 9.6. Limited Waiver of Sovereign Immunity.*

2       {

3       *Sec. 9.6.1. In the event a dispute is to be resolved in*  
4 *federal court or a court of competent jurisdiction as*  
5 *provided in Section 9.1.1 of this Gaming Compact, the*  
6 *State and the Tribe expressly consent to be sued therein*  
7 *and waive any immunity therefrom they may have,*  
8 *provided:*

9       {

10       *(a) The dispute is limited solely to issues arising*  
11 *under this Gaming Compact;*

12       {

13       *(b) Neither side makes any claim for monetary*  
14 *damages (that is, only injunctive, specific performance,*  
15 *or declaratory relief is sought); and*

16       {

17       *(c) No person or entity other than the Tribe and the*  
18 *State are parties to such action.*

19       {

20       *Sec. 9.6.2. Said waiver shall extend to actions to*  
21 *submit to arbitration and to enforce any arbitration*  
22 *award as provided herein, and to any appellate*  
23 *proceedings emanating from a matter in which an*  
24 *immunity waiver has been granted. Except as stated*  
25 *herein, no other waivers or consents to be sued, either*  
26 *express or implied, are granted by either party.*

27       {

28       *Sec. 10.0. PUBLIC HEALTH, SAFETY AND*  
29 *LIABILITY*

30       {

31       *Sec. 10.1. Compliance. For the purposes of this*  
32 *Gaming Compact the Tribal gaming operation shall*  
33 *comply with and enforce standards no less stringent than*  
34 *the following with respect to public health and safety:*

35       {

36       *Sec. 10.1.1. Public health standards for food and*  
37 *beverage handling in accordance with United States*  
38 *Public Health Service requirements;*

39       {

1       *Sec. 10.1.2. Federal water quality and safe drinking*  
2 *water standards;*

3       {

4       *Sec. 10.1.3. The building and safety standards set*  
5 *forth in Sections 4.5 and 6.4.2 of this Gaming Compact;*

6       {

7       *Sec. 10.1.4. A requirement that the Tribe carry no*  
8 *less than \$2 million in public liability insurance for patron*  
9 *claims, subject to such procedures or other standards as*  
10 *are set forth in the Tribal gaming ordinance approved in*  
11 *accordance with IGRA; and*

12       {

13       *Sec. 10.1.5. Tribal Codes and other applicable*  
14 *federal law regarding public health and safety.*

15       {

16       *Sec. 10.2. Emergency Service Accessibility. The*  
17 *Tribal gaming operation shall ensure that it has made*  
18 *reasonable provisions for adequate emergency fire,*  
19 *medical and related relief and disaster services for*  
20 *patrons and employees of the facility.*

21       {

22       *Sec. 10.3. Alcoholic Beverage Service. Standards for*  
23 *alcohol service shall be subject to applicable law.*

24       {

25       *Sec. 11.0. AMENDMENTS, DURATION AND*  
26 *EFFECTIVE DATE*

27       {

28       *Sec. 11.1. Effective Date. This Gaming Compact*  
29 *shall constitute the agreement between the State and the*  
30 *Tribe pursuant to IGRA and shall be amendable and*  
31 *modified only under the provisions set forth herein. This*  
32 *Gaming Compact shall take effect upon publication of*  
33 *notice of approval by the United States Secretary of the*  
34 *Interior in the Federal Register in accordance with*  
35 *applicable federal law (25 U.S.C. 2710(d)(3)(B)).*

36       {

37       *Sec. 11.2. Voluntary Termination. Once effective,*  
38 *this Gaming Compact shall be in effect until terminated*  
39 *by either the written agreement of both parties or*

1 *unilaterally by the Tribe upon 60 days' written notice to*  
2 *the Governor.*

3 {

4 *Sec. 12.0. AMENDMENTS/RENEGOTIATIONS.*

5 {

6 *Sec. 12.1. The terms and conditions of this Gaming*  
7 *Compact may be amended at any time by the mutual and*  
8 *written agreement of both parties, and such amendment*  
9 *is approved hereby as part of the Act.*

10 {

11 *Sec. 12.2. In the event federal or State law is changed*  
12 *or is interpreted, either by enactment, through a final*  
13 *court decision, a practice of the State gaming agency, or*  
14 *the inclusion of such gaming in a tribal-state compact, to*  
15 *permit gaming in California which is not now permitted*  
16 *to any person or entity for any purpose, or if permitted,*  
17 *is being lawfully offered for the first time, this Gaming*  
18 *Compact shall be automatically amended to include such*  
19 *permitted or offered gaming, which shall be deemed to*  
20 *be included within the definition of "gaming activities"*  
21 *hereunder.*

22 {

23 *Sec. 12.3. This Gaming Compact shall be subject to*  
24 *renegotiation in the event the Tribe wishes to engage in*  
25 *forms of class III gaming other than those games*  
26 *authorized or automatically included herein, provided*  
27 *that other than a change in law or a court ruling which*  
28 *establishes the right of the Tribe to engage in other forms*  
29 *of gaming, no such renegotiation shall be sought for 12*  
30 *months following the effective date of this Gaming*  
31 *Compact.*

32 {

33 *Sec. 12.4. Process and Negotiation Standards. All*  
34 *requests to amend or renegotiate shall be in writing,*  
35 *addressed to the State gaming agency, and shall include*  
36 *the activities or circumstances to be negotiated together*  
37 *with a statement of the basis supporting the request. If the*  
38 *request meets the requirements of this section, the*  
39 *parties shall confer promptly and determine a schedule*  
40 *for commencing negotiations within 30 days of the*

1 request. Unless expressly provided otherwise herein, all  
2 matters involving negotiations or other amendatory  
3 processes under this section shall be governed, controlled  
4 and conducted in conformity with the provisions and  
5 requirements of IGRA, including those provisions  
6 regarding the obligation of the State to negotiate in good  
7 faith and the enforcement of such obligations in federal  
8 court, as to which obligations and actions in federal court  
9 the State hereby agrees and consents to be sued in such  
10 court system, and in conformity with the authority of the  
11 Secretary of the Interior to adopt procedures for the  
12 Tribe's engagement in class III gaming if no agreement  
13 in a Gaming Compact can be reached and the State has  
14 failed to negotiate in good faith. The Chairman of the  
15 Tribe and the Governor of the State are hereby  
16 authorized to designate the person or agency responsible  
17 for conducting the negotiations, and shall execute any  
18 documents necessary as a result thereof.

19 {

20 *Sec. 13.0. NOTICES*

21 {

22 *Unless otherwise indicated by this Gaming Compact,*  
23 *all notices required or authorized to be served shall be*  
24 *served by first-class mail at the following addresses:*

25		
26		
27	<i>Governor</i>	<i>Tribal Chairman</i>
28	<i>State of California</i>	<i>[ ] Tribe of Indians</i>
29	<i>State Capitol</i>	
30	<i>Sacramento, California</i>	

31  
32  
33 *Sec. 14.0. SEVERABILITY*

34 {

35 *In the event that any section or provision of this*  
36 *Gaming Compact is held invalid, or its application to any*  
37 *particular activity held invalid, it is the intent of the*  
38 *parties that the remaining sections of the Gaming*  
39 *Compact shall continue in full force and effect, provided*  
40 *that in the event provisions must be added to this Gaming*

1 *Compact in order to preserve the intentions of the parties*  
2 *in light of such invalidity, the parties shall promptly*  
3 *negotiate such provisions in good faith.*

4 {

5 *Sec. 15.0. CHANGES IN IGRA*

6 *This Gaming Compact is intended to meet the*  
7 *requirements of IGRA or any successor statute, as*  
8 *enacted on the date this Gaming Compact becomes*  
9 *effective. Subsequent changes to IGRA which*  
10 *diminish the rights of the State or the Tribe, shall not*  
11 *be applied retroactively to the Gaming Compact,*  
12 *except to the extent that federal law validly*  
13 *mandates such diminishment without the State's or*  
14 *the tribe's respective consent.*

15 {

16 *Sec. 16.0. MISCELLANEOUS*

17 {

18 *Sec. 16.1. The parties agree that in order to further*  
19 *the intent of the parties and the goals of the Act, and to*  
20 *implement this Gaming Compact consistent therewith,*  
21 *this Gaming Compact shall be amended by mutual*  
22 *consent, arrived at as the result of good faith negotiations,*  
23 *to set forth procedures that may be necessary to clarify or*  
24 *effectuate such goals and intent to the extent not*  
25 *addressed or ambiguously or incompletely provided for*  
26 *herein.*

27 {

28 *Sec. 16.2. This Gaming Compact sets forth the full*  
29 *and complete agreement of the parties and shall*  
30 *supersede any prior agreements or understandings with*  
31 *respect to the subject matter hereof.*

32  
33  
34 *THE [ ] TRIBE OF INDIANS*

35  
36 *By \_\_\_\_\_ DATED: \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_*  
37 *Chairperson*

38  
39 *THE STATE OF CALIFORNIA*

1  
2 By \_\_\_\_\_ DATED: \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
3 ”  
4 Governor

5  
6 *SEC. 13. If any provision of this Act or the application*  
7 *thereof to any person or circumstance is held invalid, such*  
8 *invalidity shall not affect other provisions or applications*  
9 *of the Act which can be given effect without the invalid*  
10 *provision or application, and to this end the provisions of*  
11 *the Act are severable.*

12 *SEC. 14. The provisions of the Gaming Compact set*  
13 *forth herein are hereby incorporated into State law and*  
14 *all gaming activities referred to therein are expressly*  
15 *declared to be permitted to any Indian tribe entering into*  
16 *such Gaming Compact in accordance with the terms of*  
17 *this Act.*

18 *SEC. 15. No amendment to a Gaming Compact*  
19 *executed pursuant to this article shall require further*  
20 *legislative or voter approval, if the amendment is by*  
21 *operation of law or the result of mutual agreement of the*  
22 *parties or is otherwise executed pursuant to this article,*  
23 *including any amendment pursuant to the terms of the*  
24 *Gaming Compact itself.*

